

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Robert Lee and Thomas E. Honey

Application No.: PCT/US00/14592

International Filing Date: May 26, 2000

Title: NETWORK AUTHENTICATION WITH SMART CHIP AND MAGNETIC STRIPE

Examiner:

Group Art Unit:

Attorney Docket No.: 2366-001-03

Attention: Office of Petitions
Commissioner for Patents
P O Box 1450
Washington, D.C. 20231

CERTIFICATE OF MAILING OR TRANSMISSION

"Express mail" mailing label number: EQ168798904US.

Date of Deposit: 10th February 2006

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR, Section 1.10 on the date indicated above and is address to the Commissioner for Patents, Office of Petitions, P O Box 1450, Alexandria, VA 22313-1450

02/17/2006 BFREY1 00000071 10568095

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Signature

PETITION UNDER 37 CFR 1.137(b) FOR REVIVAL OF AN APPLICATION FOR
PATENT ABANDONED UNINTENTIONALLY

Dear Sir:

The applicant, UTM Systems Corp. (UTM), filed an application for patent, PCT/US00/14592, under the Patent Cooperation Treaty (PCT). Before the expiration of the 30-month deadline to enter the PCT application into the U.S. National Stage under 35 U.S.C. 371, some of UTM's creditors initiated a bankruptcy proceeding against UTM.

Because of the bankruptcy proceeding, the 30-month deadline expired before UTM completed entry of the PCT application into the U.S. National Stage. Graybeal Jackson Haley LLP has recently acquired all of UTM's rights in the PCT/US00/14592 application from the bankruptcy proceeding, and respectfully petitions for revival of the U.S. National Stage patent application that was unintentionally abandoned.

1. Graybeal Jackson Haley LLP respectfully petitions for revival of the National Stage patent application under 37 CFR 1.137(b) and MPEP 1893.02, and respectfully requests that the Director grant the petition because the National Stage application was unintentionally abandoned, and the entire delay in filing this grantable petition under 37 CFR 1.137(b) was unintentional.

2. On 26 May 2000, Mr. Haley of Graybeal Jackson Haley LLP filed a patent application with the United States Patent and Trademark Office (USPTO) under the PCT for UTM. The patent application was titled NETWORK AUTHENTICATION WITH SMART CHIP AND MAGNETIC STRIPE, and received an application number, PCT/US00/14592. The patent application claimed priority from U.S. Patent Application Serial No.: 09/322,670 that was filed on 28 May 1999. A copy of the filing receipt issued by the USPTO is attached as Exhibit A.

3. On 20 December 2000 Mr. Haley timely filed a Demand for Preliminary Examination in the PCT application. A copy of the Demand receipt issued by the USPTO is attached as Exhibit B. Because the PCT application claimed priority from the U.S. application filed on 28 May 1999, and the demand was timely filed, the 30-month deadline to complete the entry of the PCT application into the U.S. National Stage by completing the requirements of 35 U.S.C. 371(c) expired 28 November 2001.

4. On 1 April 2001 applicant granted Graybeal Jackson Haley LLP a security interest in the PCT application, and on 1 May 2001 Graybeal Jackson Haley LLP filed a financing statement with the State of Washington to perfect their security interest. A copy of the receipt from the State of Washington indicating the filing of the financing statement is attached as Exhibit C.

5. On 27 August 2001, the United States Bankruptcy Court for the Western District of Washington at Seattle granted an involuntary petition to commence bankruptcy proceedings filed by some of UTM's creditors. A copy of the Involuntary Petition showing the relief granted by the Court is attached as Exhibit D. Consequently, as of 27 August 2001, the Court suspended all debt collection efforts against UTM and its property, and took control over UTM's property, which included the PCT application.

6. On 28 November 2001 the deadline to complete the requirements of 35 U.S.C. 371(c) to complete entry of the PCT application into the U.S. National Stage expired. Because UTM was concerned about how it would navigate through the bankruptcy proceeding, and pay its creditors while avoiding liquidation, UTM unintentionally lost track of the 28 November 2001 deadline to pay the national fee, to provide an oath or declaration under 35 U.S.C 115 of the inventors, and to file a copy of the PCT application. Moreover, neither the PCT Receiving Office nor the United States Patent and Trademark Office (USPTO) issues a notice of abandonment when an applicant misses the 30-month deadline to complete entry into the U.S. National Stage. Therefore, UTM and Graybeal Jackson Haley LLP never received notice from the PCT Receiving Office or the USPTO indicating that UTM missed the 30-month deadline to complete entry of the PCT application into the U.S. National Stage.

7. On 24 March 2005, Graybeal Jackson Haley LLP requested relief from the bankruptcy Court's suspension of all debt collection efforts against UTM and its property to foreclose on the PCT application. A copy of the Motion For Relief from Stay is attached as Exhibit E. On 28 April 2005, the bankruptcy Court granted Graybeal Jackson Haley LLP's request for relief. A copy of the Order is attached as exhibit F. Then, on 30 May 2005 Graybeal Jackson Haley LLP concluded foreclosure proceedings on the PCT application and obtained ownership of the application.

8. From 27 August 2001 to 28 April 2005, the PCT application was subject to the bankruptcy Court's control.

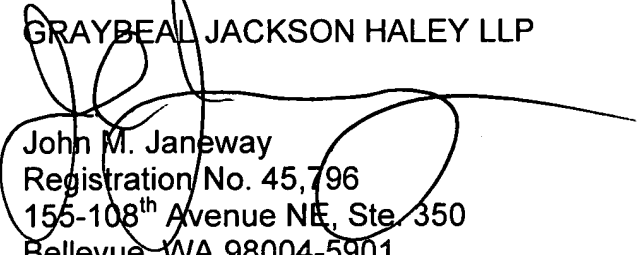
9. After receiving ownership of the PCT application, Graybeal Jackson Haley LLP searched for and retrieved facts to support this petition to revive, and then prepared this petition. The duration of the eight-month-period between receiving ownership of the PCT application and filing this petition to revive the patent application was unintentional.

10. If the Director refuses to revive the National Stage patent application, and If the U.S. patent application, serial number 09/322,670, that the National Stage patent application claims priority to is revivable, then Graybeal Jackson Haley LLP requests that the Director consider this petition a petition to revive the unintentionally abandoned U.S. patent application 09/322,670. Graybeal Jackson Haley LLP also requests an opportunity to provide a response to the outstanding Office Action in U.S. patent application 09/322,670 to complete the petition.

Dated this 10th day of February 2006.

Respectfully submitted,

GRAYBEAL JACKSON HALEY LLP



John M. Janeway
Registration No. 45,796
155-108th Avenue NE, Ste. 350
Bellevue, WA 98004-5901
(425) 455-5575

PATENT COOPERATION TREATY

From the RECEIVING OFFICE

PCT

To:

JEFFREY T. HALEY
GRAYBEAL JACKSON HALEY LLP
155 - 108TH AVENUE NORTHEAST
SUITE 350
BELLEVUE WA 98004-5901

NOTIFICATION OF THE INTERNATIONAL APPLICATION NUMBER AND OF THE INTERNATIONAL FILING DATE

(PCT Rule 20.5(c))

Date of mailing
(day/month/year)

30 JUN 2000

Applicant's or agent's file reference
1624-16-1

IMPORTANT NOTIFICATION

International application No.

PCT/US00/14592

International filing date (day/month/year)

26 MAY 00

Priority date (day/month/year)

28 MAY 99

Applicant UTM SYSTEMS CORPORATION

Title of the invention

NETWORK AUTHENTICATION WITH SMART CHIP AND
MAGNETIC STRIPE

1. The applicant is hereby notified that the international application has been accorded the international application number and the international filing date indicated above.

2. The applicant is further notified that the record copy of the international application:



was transmitted to the International Bureau on

30 JUN 2000



has not yet been transmitted to the International Bureau for the reason indicated below and a copy of this notification has been sent to the International Bureau**



because the necessary national security clearance has not yet been obtained.



because (reason to be specified):

* The International Bureau monitors the transmittal of the record copy by the receiving Office and will notify the applicant (with Form PCT/IB/301) of its receipt. Should the record copy not have been received by the expiration of 14 months from the priority date, the International Bureau will notify the applicant (Rule 22.1(c)).

3. FOREIGN TRANSMITTAL LICENSE INFORMATION

Completed by: *[Signature]*



Additional license for foreign transmittal not required. This subject matter is covered by a license already granted on the equivalent U.S. national application. Refer to that license for information concerning its scope.



License for foreign transmittal not required. 37 CFR 5.11(e)(1) or 37 CFR 5.11(e)(2). However, a license may be required for additional subject matter. See 37 CFR 5.15(b).



Foreign transmittal license granted. 35 U.S.C. 184; 37 CFR 5.11 on 6-12-00:
(date)



37 CFR 5.15(a)



37 CFR 5.15(b)

Name and mailing address of the receiving Office
Assistant Commissioner for Patents
Box PCT
Washington, D.C. 20231

Attn: RO/US

Facsimile No.

Authorized officer *Hal Jander*

Telephone No.

International application No. <i>PCT/US00/14592</i>	International filing date <i>26 MAY 00</i>	Priority Date Claimed <i>28 MAY 99</i>
<p>C. <input checked="" type="checkbox"/> In order that U.S. National processing may begin, certain items must be received by the DO/EO/US by the expiration of applicable time limit under</p> <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> PCT Article 22 or <input checked="" type="checkbox"/> PCT Article 39. </div> <p style="margin-left: 20px;">Specifically:</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> 1. U.S. National Fee <input checked="" type="checkbox"/> 2. Oath or Declaration <input type="checkbox"/> 3. Copy of Application <input type="checkbox"/> 4. Translation of application <input checked="" type="checkbox"/> 5. Amendments under PCT Article 19, if any <input type="checkbox"/> 6. Translation of PCT Article 19 Amendments, if applicable <input type="checkbox"/> 7. Search Report or PCT Article 17(2) declaration <input type="checkbox"/> 8. International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3)(a), if applicable <input type="checkbox"/> 9. Translation of Annexes to the International Preliminary Examination Report under PCT Article 36(3)(b), if applicable <p>THE ABOVE CHECK ITEMS MUST BE TIMELY RECEIVED TO AVOID ABANDONMENT OF THE APPLICATION. [35. U.S.C. 371(d)]</p> <p>D. Further information for the applicant:</p> <p style="text-align: center; font-size: 1.2em;">This is only a reminder.</p>		
UNITED STATES DESIGNATED/ELECTED OFFICE		
Address Only: Assistant Commissioner for Patent Box PCT Washington, D.C. 20231 Attn: RO/US	Authorized Office <div style="text-align: center; font-family: cursive; font-size: 1.2em;"> <i>Hal Saunders</i> </div>	

TO

JEFFREY T. HALEY
GRAYBEAL JACKSON HALEY LLP
155 - 108TH AVENUE NORTHEAST
SUITE 350
BELLEVUE WA 98004-5901

UNITED STATES DESIGNATED/ELECTED
OFFICE (DO/EO/US)

NOTIFICATION OF STATUS OF
REQUIREMENTS UNDER 35 U.S.C.371

DATE OF MAILING

30 JUN 2000

FILE REFERENCE

1624-16-1

IDENTIFICATION OF INTERNATIONAL APPLICATION

International Application Number

PCT/US00/14592

International Filing Date

26 MAY 00

Priority Date Claimed

28 MAY 99

Applicant for DO/EO/US

UTM SYSTEMS CORPORATION

NOTIFICATION

The applicant is hereby advised that the U.S. Patent and Trademark Office in its capacity as ☐ Designated Office ☐ Elected Office has received the following items as of the date of mailing indicated above.

1. ☐ U.S. National fee [35 U.S.C.371 (c) (1)]
2. ☐ Oath of declaration [35 U.S.C.371 (c) (4)]
3. ☒ Copy of International application as filed [35 U.S.C.371 (c) (2)]
4. ☐ Translation of Application [35 U.S.C.371 (c) (2)]
5. ☐ Amendments under PCT Article 19 [35 U.S.C.371 (c) (3)]
6. ☐ Translation of PCT Article 19 Amendments [35 U.S.C.371 (c) (3)]
7. ☐ Search Report or Declaration under PCT Article 17(2) [35 U.S.C.371 (a)]
8. ☐ International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3) (a) [35 U.S.C.371 (a)]
9. ☐ Translation of Annexes to the International Preliminary Examination Report under PCT Article 36(3) (b) [35 U.S.C.371 (c) (5)]
10. ☐ Other items received:
 - ☐ Assignment Document ☐ Prior Art Statement ☐ Preliminary Amendment
- A. ☐ Requirements for U.S. National processing have been met. Processing will commence
 - ☐ at the expiration of the applicable time limit under either
 - ☐ PCT Article 22 [35 U.S.C.371 (b)] or
 - ☐ PCT Article 39 [35 U.S.C.371 (b)]
 - ☐ on the date indicated below under the provisions of 35 U.S.C.371 (f)

U.S. NATIONAL SERIAL#

DATE UNDER 35 U.S.C.102(e)

DATE OF COMMENCEMENT OF
NATIONAL PROCESSING

All correspondence submitted after the date of commencement of U.S. National processing indicated above should refer to the U.S. National Serial Number and the appropriate U.S. National processing organization or Officer.

- B. ☐ As the above identified application has been accepted for U.S. National processing under the provisions of 35 U.S.C.371 (f) before expiration of the applicable time limit under ☐ PCT Article 22 ☐ PCT Article 39, applicant is reminded that
- ☐ Amendments under PCT Article 19 and/or
 - ☐ the International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3) (a), and (b)
- and any translation thereof, if applicable, must be submitted to the Patent and Trademark Office as soon as they are available.

UNITED STATES RECEIVING OFFICE(RO/US) FEE CODING AND RECORDING SHEET

☐ Add'l
Sheets

IDENTIFICATION OF THE INTERNATIONAL APPLICATION

International application No.

International filing date (day/month/year)

Applicant (Name)

PAYMENTS

REFUNDS

Payment on Filing			Deposit Account		Deposit Account		To Deposit Account		To Deposit Account	
Deposit Account			Date:		Date:		Date:		Date:	
<input type="checkbox"/> CASH/CHECK			<input type="checkbox"/> CASH/CHECK		<input type="checkbox"/> CASH/CHECK		<input type="checkbox"/> BY CHECK		<input type="checkbox"/> BY CHECK	
150										
151										
153										
800										
801										
802										
899										
566										
Total Paid:			Total Paid:		Total Paid:		Total Refunded:		Total Refunded:	
159			0.00		0.00		0.00		0.00	
States Included for 892:			892:		892:					
States Included for 893:			893:		893:					

CALCULATED FEE AMOUNT =

AMOUNT OF DIFFERENCE =

06/02/2000 KDUNCAN1 00000080 PCT/US00/14592

01 FC:150 ✓240.00 OP
02 FC:802 ✓990.00 OP
03 FC:800 ✓427.00 OP
04 FC:899 ✓736.00 OP
05 FC:566 ✓15.00 OP

Rep'n. Ref: 06/02/2000 KDUNCAN1 0013553300
DA# 071897 Name/Number: PCT/US00/14592
FC: 704 \$135.00 CR

RO/US Authorization

RO/US Authorization

RO/US Authorization

RO/US Authorization

RO/US Authorization

Form PCT/RO/102b (U.S. VERSION)
(Rev. 07-92)

U.S. DEPARTMENT OF COMMERCE - Patent and Trademark Office

PATENT COOPERATION TREATY

RECEIVED
FEB 9 2001
GRAYBEAL JACKSON HALEY LLP

From the
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITY

PCT

NOTIFICATION OF RECEIPT
OF DEMAND BY COMPETENT INTERNATIONAL
PRELIMINARY EXAMINING AUTHORITY

(PCT Rules 59.3(e) and 61.1(b), first sentence
and Administrative Instructions, Section 601(a))

To:
JEFFREY T. HALEY
GRAYBEAL JACKSON HALEY LLP
155 - 108TH AVENUE NORTHEAST
SUITE 350
BELLEVUE, WA 98004 5901

Date of mailing
(day/month/year)

05 FEB 2001

Applicant's or agent's file reference
1624-16-1

IMPORTANT NOTIFICATION

International application No.
PCT/US90/14592

International filing date (day/month/year)
26 MAY 00

Priority date (day/month/year)
28 MAY 99

Applicant
UTM SYSTEMS CORPORATION

1. The applicant is hereby notified that this International Preliminary Examining Authority considers the following date as the date of receipt of the demand for international preliminary examination of the international application:

20 DEC 2000

2. That date of receipt is:

- ☒ the actual date of receipt of the demand by this Authority (Rule 61.1(b)).
- ☐ the actual date of receipt of the demand on behalf of this Authority (Rule 59.3(e)).
- ☐ the date on which this Authority has, in response to the invitation to correct defects in the demand (Form PCT/IPEA/404), received the required corrections.

3. ☐ **ATTENTION:** That date of receipt is **AFTER** the expiration of 19 months from the priority date. Consequently, the election(s) made in the demand does (do) not have the effect of postponing the entry into the national phase until 30 months from the priority date (or later in some Offices) (Article 39(1)). Therefore, the acts for entry into the national phase must be performed within 20 months from the priority date (or later in some Offices) (Article 22). For details, see the *PCT Applicant's Guide*, Volume II.

- ☐ (If applicable) This notification confirms the information given by telephone, facsimile transmission or in person on:

4. Only where paragraph 3 applies, a copy of this notification has been sent to the International Bureau.

Name and mailing address of the IPEA/
Assistant Commissioner for Patent
Box PCT
Washington, D.C. 20231 Attn:RO/US
Facsimile No. 703-305-3230

Authorized officer
Hallet A. Saunders *D. Russell for*
Telephone No. 703-305-3663

Form PCT/IPEA/402 (July 1998)

ENTERED IN DOCKET

NOV 3-5-01 *Comptrol*
CL 2-12-01 BY *AC*

RECEIVED
FEB 9 2001

GRAYBEAL JACKSON
HALEY LLP

THIS SPACE FOR USE OF FILING OFFICER

0001-129-0174

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional) Jeffrey T. Haley	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address) <div style="border: 1px solid black; padding: 5px; margin: 5px;"> Jeffrey T. Haley Graybeal Jackson Haley LLP 155 - 108th Ave NE Suite 350 Bellevue, WA 98004-5901 425-455-5575 </div>	
D. OPTIONAL DESIGNATION (if applicable): <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

DEPARTMENT OF LICENSING
TACOMA, WA

01 MAY -9

FILED 3:00 AM

12.91 / + 8.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME UTM Systems Corp			
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 40 Lake Bellevue Drive #350		CITY Bellevue	STATE COUNTRY POSTAL CODE WA US 98005
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY/DEBTOR	1e. TYPE OF ENTITY Corporation	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION WA <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY/DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME Graybeal Jackson Haley LLP			
OR	3b. INDIVIDUAL'S LAST NAME Haley	FIRST NAME Jeffrey	MIDDLE NAME SUFFIX T.
3c. MAILING ADDRESS 155 - 108th Ave NE #350		CITY Bellevue	STATE COUNTRY POSTAL CODE WA US 98004

4. This FINANCING STATEMENT covers the following types or items of property:

All rights to inventions, patent applications and trademark applications described in Status Reports attached and all papers that are evidence thereof.

10 R

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
BOX (if applicable) (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	
6. REQUIRED SIGNATURE(S) 	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

Status of UTM Systems Corporation Patent Applications
April 1, 2001

1624-1-2	U.S. APPL. NO.: 09/322,670	DATE FILED: May 28, 1999
1624-2	U. S. APPL. NO.: 09/322,669	DATE FILED: May 28, 1999
1624-3-3	U. S. APPL. NO.: 09/560,842	DATE FILED: April 28, 2000
1624-3-4	PCT/US00/14449	DATE FILED: May 25, 2000
1624-3-5	Taiwan Appl. No. 89110220	DATE FILED: June 14, 2000.
1624-4-4	U. S. APPL. NO.: 09/580,321	DATE FILED: May 26, 2000
1624-4-PCT	PCT Application to be filed.	
1624-16-1	PCT/US00/14592	DATE FILED: May 26, 2000
1624-16-2	(US) waiting to file application based on pending PCT application.	
1624-17-1	PCT/US00/14591	DATE FILED: May 26, 2000
1624-17-2	(US) waiting to file application based on pending PCT application.	

TRADEMARK STATUS REPORT

UTM Systems Corporation
(Client No. 1624)

Country/ State *	Mark	Application No.	Application Date	Registration No.	Registration Date	Next Deadline	Action Required	Docket	Status/Other
China	UNIVERSAL TELLER MACHINE	9900145056	1999/12/02					1624-9-4	ABANDONED
China	UTM		1999/12/02					1624-7-4	PENDING
China	UTM SYSTEMS ⁱ	9900145055	1999/12/02				Check status	1624-8-4	PENDING 7/5/00: response filed
European Union (CTM)	UNIVERSAL TELLER MACHINE	1367358				2000/12/05	Check status	1624-9-6	PENDING 6/5/00: published
European Union (CTM)	UTM	1367572	1999/11/02	1367572	1999/11/02	2004/11/02	Use due	1624-7-6	REGISTERED 11/2/2009: renewal
European Union (CTM)	UTM SYSTEMS	1367226				2000/12/05	Check status	1624-8-6	PENDING 6/5/00: published
Hong Kong	UNIVERSAL TELLER MACHINE	99/16148	1999/11/08					1624-9-3	ABANDONED
Hong Kong	UTM	99/16146	1999/11/08			2001/01/10	Check status	1624-7-3	PENDING
Hong Kong	UTM SYSTEMS	99/16147	1999/11/08					1624-8-3	ABANDONED

TRADEMARK STATUS REPORT

UTM Systems Corporation
(Client No. 1624)

Country/ State*	Mark	Application No.	Application Date	Registration No.	Registration Date	Next Deadline	Action Required	Docket	Status/Other
Japan	UNIVERSAL TELLER MACHINE ⁱⁱ	11-98904	1999/11/01					1624-9-2	ABANDONED
Japan	UTM ⁱⁱⁱ	11-98902	1999/11/01			2001/05/11	Check status	1624-7-2	PENDING 11/8/00: response filed
Japan	UTM SYSTEMS ^{iv}	11-98903	1999/11/01					1624-8-2	ABANDONED
Mexico	UNIVERSAL TELLER MACHINE ^v	397299	1999/11/01	656405	1999/11/01	2009/11/01	Renewal	1624-9-5	REGISTERED
Mexico	UTM ^{vi}	397298	1999/11/01	656404	1999/11/01	2009/11/01	Renewal	1624-7-5	REGISTERED
Mexico	UTM SYSTEMS ^{vii}	397297	1999/11/01	656403	1999/11/01	2009/11/01	Renewal	1624-8-5	REGISTERED
Taiwan	UNIVERSAL TELLER MACHINE	88054370	1999/11/01					1624-9-7	ABANDONED
Taiwan	UTM	88054368	1999/11/01					1624-7-7	ABANDONED
Taiwan	UTM SYSTEMS	88054369	1999/11/01					1624-8-7	ABANDONED
United States	SIMPLY MORE SECURE	76/080,559	2000/06/29			2000/12/29	Priority deadline	1624-25-1	PENDING

TRADEMARK STATUS REPORT

UTM Systems Corporation
(Client No. 1624)

Country/ State*	Mark	Application No.	Application Date	Registration No.	Registration Date	Next Deadline	Action Required	Docket	Status/Other
United States	UNIVERSAL TELLER MACHINE	75/646,952				2001/09/26	Check status	1624-9-1	ABANDONED 7/4/00: published Abandoned/check to see if they want to revive in 6 months
United States	UTM ^{viii}	75/646,241	1999/02/19			2001/07/24	Check status	1624-7-1	PENDING SOU Filed 4/24/01
United States	UTM SYSTEMS	75/646,236				2001/09/26	Check status	1624-8-1	ABANDONED 7/4/00: published Check to see if they want to revive in 6 months

i Electronic devices with embedded authentication and encryption microprocessors for connection to or embedding within computers, telephones and other communication devices

ii Electrical communication machines and instruments; electronic machines and instruments and parts and accessories for these

iii Electrical communication machines and instruments

iv Electrical communication machines and instruments; electronic machines and instruments and parts and accessories for these

v Electronic devices with embedded authentication and encryption microprocessors for connection to or embedding within computers, telephones and other communication devices

vi Electronic devices with embedded authentication and encryption microprocessors for connection to or embedding within computers, telephones and other communication devices

vii Electronic devices with embedded authentication and encryption microprocessors for connection to or embedding within computers, telephones and other communication devices

viii Security and authentication devices, namely integrated circuit chips featuring embedded authentication and encryption logic for incorporation in computers, telephones and other communication devices

INVOLUNTARY PETITION				
United States Bankruptcy Court for the Western District of Washington, at Seattle				
IN RE (Name of Debtor-If Individual, Last First Middle UTM Systems Corporation, a Washington corporation	ALL OTHER NAMES used by Debtor in the last 6 years (Include married, maiden and trade names)			
SOC SEC/TAX ID NO. (If more than one, state all) EIN 91-1890213				
STREET ADDRESS OF DEBTOR (No. and Street, City, State, and zip code) 40 Lake Bellevue Drive, Ste. 350 Bellevue, WA 98005	MAILING ADDRESS OF DEBTOR (If different from street address)			
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from previously listed address)				
CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED (<input checked="" type="checkbox"/>) Chapter 7 () Chapter 11				
INFORMATION REGARDING DEBTOR (Check applicable boxes)				
Petitioners believe () Debts are primarily consumer debts (<input checked="" type="checkbox"/>) Debts are primarily business debts (Complete Section A and B)	TYPE OF DEBTOR () Individual () Corporation Publicly Held () Partnership (<input checked="" type="checkbox"/>) Corporation Not Publicly Held (L.L.C.) () Other _____			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> A. TYPE OF BUSINESS (Check one) <input type="checkbox"/> Professional <input type="checkbox"/> Transportation <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Retail/ <input type="checkbox"/> Manufacturing/ <input type="checkbox"/> Construction <input type="checkbox"/> Wholesale <input type="checkbox"/> Mining <input type="checkbox"/> Real Estate <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input checked="" type="checkbox"/> Other </td> <td style="width: 50%; vertical-align: top;"> B. BRIEFLY DESCRIBE NATURE OF BUSINESS Design, Development and Manufacture of Software </td> </tr> </table>			A. TYPE OF BUSINESS (Check one) <input type="checkbox"/> Professional <input type="checkbox"/> Transportation <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Retail/ <input type="checkbox"/> Manufacturing/ <input type="checkbox"/> Construction <input type="checkbox"/> Wholesale <input type="checkbox"/> Mining <input type="checkbox"/> Real Estate <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input checked="" type="checkbox"/> Other	B. BRIEFLY DESCRIBE NATURE OF BUSINESS Design, Development and Manufacture of Software
A. TYPE OF BUSINESS (Check one) <input type="checkbox"/> Professional <input type="checkbox"/> Transportation <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Retail/ <input type="checkbox"/> Manufacturing/ <input type="checkbox"/> Construction <input type="checkbox"/> Wholesale <input type="checkbox"/> Mining <input type="checkbox"/> Real Estate <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input checked="" type="checkbox"/> Other	B. BRIEFLY DESCRIBE NATURE OF BUSINESS Design, Development and Manufacture of Software			
VENUE				
(<input checked="" type="checkbox"/>) Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District () A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.				
PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets)				
Name of Debtor N/A	Case Number	Date		
Relationship	District	Judge		
ALLEGATIONS (Check applicable boxes)				
1. (<input checked="" type="checkbox"/>) Petitioners are eligible to file this petition pursuant to 2. (<input checked="" type="checkbox"/>) The Debtor is a person against whom an order for relief of the United States Code. 3.a. (<input checked="" type="checkbox"/>) The Debtor is generally not paying such debtor's debt due, unless such debts are the subject of a bona fide debt or b. () Within 120 days preceding the filing of this petition, a trustee, receiver, or agent appointed or authorized to take substantially all of the property of the debtor for the purpose against such property, was appointed or took possession				

Case # : 01-19563-KA07
 Name : UTM SYSTEMS CORPORATION
 Judge : KAREN OVERSTREET
 341: e
 Chapter: 7

Filed : August 27, 2001 12:37:52
 Deputy : T SCOTT
 Receipt: 44749

RELIEF ORDERED
 Clerk, U.S. Bankruptcy Court
 Western District of Washington

02/17/2006 GFREY1 00000071 10568095
 07 FC:1464 130.00 DP

Name of Debtor: UTM Systems Corporation	
Case No. _____	
TRANSFER OF CLAIM	
() Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).	
REQUEST FOR RELIEF	
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition	
<p>Petitioners declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information and belief.</p> <p><u><i>Randolph V. Cook</i></u> x _____ Signature of Petitioner or Representative (State title)</p> <p><u>Randolph V. Cook</u> <u>August 24, 2001</u> Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____ *****</p> <p>x _____ Signature of Petitioner or Representative (State title)</p> <p><u>Thomas E. Honey</u> <u>August __, 2001</u> Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____ *****</p> <p>x _____ Signature of Petitioner or Representative (State title)</p> <p><u>Jean Ople</u> <u>August __, 2001</u> Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____ *****</p> <p><u><i>Philip Brown</i></u> x _____ Signature of Petitioner or Representative (State title)</p> <p><u>Philip Brown</u> <u>August __, 2001</u> Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____</p>	<p>Petitioner's Attorneys: James P. Davis Casey Gordon Davis, P.S. 411 - 108th Ave., N.E. Ste 550 Bellevue, WA 98004 425 454-3313</p> <p><u><i>James P. Davis</i></u> <u>8/27/01</u> _____ Signature of Attorney Date</p> <p>Petitioner's Attorneys: James P. Davis Casey Gordon Davis, P.S. 411 - 108th Ave., N.E. Ste 550 Bellevue, WA 98004 425 454-3313</p> <p><u><i>James P. Davis</i></u> <u>8/27/01</u> _____ Signature of Attorney Date</p> <p>_____ Name of Attorney/Firm (If any)</p> <p>_____ Address</p> <p>_____ Telephone No.</p> <p>_____ Signature of Attorney Date</p> <p>_____ Name of Attorney/Firm (If any)</p> <p>_____ Address</p> <p>_____ Telephone No.</p> <p>_____ Signature of Attorney Date</p>

Name of Debtor: UTM Systems Corporation		
Case No. _____		
PETITIONING CREDITORS		
Name and Address of Petitioner: Randolph V. Cook 23520 N.E. 21 st St. Sammamish, WA 98074	Nature of Claim: unpaid employee compensation and benefits	Amount of Claim: \$298,147.20
Name and Address of Petitioner: Thomas E. Honey 2760 76 th Ave. S.E., #403 Mercer Island, WA 98040	Nature of Claim: (1) unpaid employee compensation and benefits (2) promissory note	Amount of Claim: (1) \$128,946.89 (2) \$ 3,181.81
Name and Address of Petitioner: Jean Ople 8206 Caminito Lacayo La Jolla, CA 92037	Nature of Claim: unpaid employee compensation and benefits	Amount of Claim: \$88,571.31
Name and Address of Petitioner: Philip Brown 14321 S.E. 6 th St., Apt. M106 Bellevue, WA 98007	Nature of Claim: unpaid employee compensation and benefits	Amount of Claim: \$6,100.00
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, petitioner(s) signatures under the statement and the name(s) of attorney(s) and petitioning creditor information in the format above		Total Amount of Petitioners' Claims: \$524,947.21

AUG-24-01 06:30 PM T.HONEY

+1 508 651 2320

P.02

Name of Debtor: UTM Systems Corporation	
Case No.	
TRANSFER OF CLAIM () Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(n).	
REQUEST FOR RELIEF Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition	
<p>Petitioners declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information and belief.</p> <p>x _____ Signature of Petitioner or Representative (State title)</p> <p><u>Randolph V. Cook</u> <u>August</u>, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____</p> <p>x <u>Thomas E. Honey</u> <u>August 27</u>, 2001 Signature of Petitioner or Representative (State title) Date Signed</p> <p><u>Thomas E. Honey</u> <u>August 27</u>, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____</p> <p>x _____ Signature of Petitioner or Representative (State title)</p> <p><u>Jean Ople</u> <u>August</u>, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____</p> <p>x _____ Signature of Petitioner or Representative (State title)</p> <p><u>Philip Brown</u> <u>August</u>, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing _____ Address of Individual _____ Signing in Representative _____ Capacity _____</p>	<p>Petitioner's Attorneys: James P. Davis Casey Gordon Davis, P.S. 411 - 108th Ave., N.E. Ste 550 Bellevue, WA 98004 425 454-3313</p> <p>_____ Signature of Attorney Date</p> <p>Petitioner's Attorneys: James P. Davis Casey Gordon Davis, P.S. 411 - 108th Ave., N.E. Ste 550 Bellevue, WA 98004 425 454-3313</p> <p>_____ Signature of Attorney Date</p> <p>_____ Name of Attorney/Firm (If any)</p> <p>_____ Address</p> <p>_____ Telephone No.</p> <p>_____ Signature of Attorney Date</p> <p>_____ Name of Attorney/Firm (If any)</p> <p>_____ Address</p> <p>_____ Telephone No.</p> <p>_____ Signature of Attorney Date</p>

Name of Debtor: UTM Systems Corporation	
Case No.	
TRANSFER OF CLAIM	
<input type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).	
REQUEST FOR RELIEF	
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition	
<p>Petitioner declares under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information and belief</p> <p>_____ Signature of Petitioner or Representative (State title)</p> <p><u>Randolph V. Cook</u> August __, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing Address of Individual Signing in Representative Capacity</p> <p>_____ Signature of Petitioner or Representative (State title)</p> <p><u>Thomas E. Honey</u> August __, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing Address of Individual Signing in Representative Capacity</p> <p><u>Joan Ople</u> Signature of Petitioner or Representative (State title)</p> <p><u>Joan Ople</u> August <u>27</u>, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing Address of Individual Signing in Representative Capacity</p> <p>_____ Signature of Petitioner or Representative (State title)</p> <p><u>Philip Brown</u> August __, 2001 Name of Petitioner Date Signed</p> <p>Name & Mailing Address of Individual Signing in Representative Capacity</p>	<p>Petitioner's Attorney: James P. Davis Casey Gordon Davis, P.S. 411 - 108th Ave., N.E. Ste 550 Bellevue, WA 98004 425 454-3313</p> <p>_____ Signature of Attorney Date</p> <p>Petitioner's Attorney: James P. Davis Casey Gordon Davis, P.S. 411 - 108th Ave., N.E. Ste 550 Bellevue, WA 98004 425 454-3313</p> <p>_____ Signature of Attorney Date</p> <p>_____ Name of Attorney/Firm (if any)</p> <p>_____ Address</p> <p>_____ Telephone No.</p> <p>_____ Signature of Attorney Date</p> <p>_____ Name of Attorney/Firm (if any)</p> <p>_____ Address</p> <p>_____ Telephone No.</p> <p>_____ Signature of Attorney Date</p>

10/568095

Hon. Karen A. Overstreet
Chapter 7
Hearing: April 22, 2005
9:30 a.m.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re

UTM SYSTEMS CORPORATION,

Debtor.

No. 01-19563

MOTION OF GRAYBEAL JACKSON &
HALEY LLP FOR RELIEF FROM STAY

COMES NOW Graybeal Jackson & Haley LLP ("GJH"), a secured creditor of the debtor, and moves for relief as follows:

INTRODUCTION

1. GJH's Lien. GJH holds a claim against the estate for legal services provided to UTM Systems Corporation ("UTM"). GJH's claim is secured by a first position security interest in the debtor's patent applications and trademark applications, which security interest was perfected by the filing of a UCC-1 Financing Statement with the Department of Licensing in Olympia, Washington on May 9, 2001.

2. Amount of GJH's Claim. GJH filed its proof of secured claim on February 28, 2002, a copy of which is attached hereto as Exhibit A. The amount of its claim as of the date of the order for relief herein on November 27, 2001 was \$85,795.13. Interest on this amount accrues at the legal rate of 12 percent per annum

3. Background of Case. This case was commenced by the filing of an involuntary Chapter 7 petition against UTM on August 27, 2001. An Order for Relief and an agreed Order Converting the case to a case under Chapter 11 were entered on November 27, 2001. Subsequently, the case was

1 converted to a Chapter 7 on October 18, 2002, and Daniel E. Forsch was appointed Trustee.

2 4. Trustee Has Been Unable To Liquidate GJH's Collateral. In November 2002, the
3 Trustee sold UTM's equipment and furnishings at its business premises. The only remaining assets
4 in the estate are the debtor's intellectual property, which includes the patent and trademark applications
5 that constitute UTM's collateral and certain software and test boards. The Trustee has been unable to
6 date to sell the intellectual property.

7 RELIEF REQUESTED

8 5. By this motion GJH seeks relief from the automatic stay to permit it to realize upon its
9 collateral and to pursue available remedies under the laws of the State of Washington.

10 BASIS FOR RELIEF

11 6. GJH Is Entitled To Relief From Stay.

12 a. GJH Is Entitled To Relief From Stay For Cause. Section 362(d)(1) of the
13 Bankruptcy Code provides that the stay shall be lifted for "cause." "Cause" has no clear definition and
14 is determined on a case-by-case basis. *In re MacDonald*, 755 F.2d 715, 717 (9th Cir. 1985). GJH has
15 been precluded from realizing on its collateral since August 2001. GJH has not received payment for
16 its services that were provided in 2001. The Trustee continues in possession of GJH's collateral and
17 has been unable to find a buyer for the collateral since his appointment two and one-half years ago.
18 Under the circumstances of this case, cause exists for relief from stay.

19 b. WSB Is Entitled To Relief From Stay under Section 362(d)(2). Section
20 362(d)(2) provides a second ground for relief from stay. Section 362(d)(2) provides that the Court shall
21 lift the stay if:

22 (A) the Debtor does not have an equity in such property; and

23 (B) such property is not necessary to an effective reorganization.

24 The Trustee has been unable to locate an interested buyer for GJH's collateral at any price, which is
25 evidence that the debtor's patent applications, which were abandoned under federal patent law in 2002,
26 and trademark applications have little if any value, certainly nowhere near the amount of GJH's claim.
27 Since this case is now a Chapter 7 case, Section 362(d)(B) has no application. Thus, given the lack of
28 any apparent value whatsoever in the patent and trademark applications, GJH is entitled to relief from

1 stay under Section 362(d)(2).

2 CONCLUSION

3 The Trustee has advised the undersigned that he will not resist this request for relief from stay.
4 There is no reason, therefore, to deny GJH an opportunity to realize on its collateral. An order should
5 be entered in the form attached hereto as Exhibit B granting GJH relief from stay.

6 DATED this 23rd day of March, 2005.

7 /s/ John J. Mitchell
8 WSBA No. 12757
9 Attorney for Graybeal Jackson Haley LLP
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United States Bankruptcy Court

Case Number 01-17300

Name of Debtor UTM Systems Corporation

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor (The person or other entity to whom the debtor owes money or property)

Graybeal Jackson Haley LLP

Name and Address Where Notices Should be Sent

155 - 108th Ave. NE Suite 350
Bellevue, WA 98004-5793

Telephone No. 425 455 5575

Account or other number by which creditor identifies debtor:
1624☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.☐ Check box if you have never received any notices from the bankruptcy court in this case.☐ Check box if the address differs from the address on the envelope sent to you by the court.

This space for court use only

1. BASIS FOR CLAIM

- ☐ Goods sold ☒ Services performed
☐ Money loaned ☐ Personal injury/wrongful death
☐ Taxes ☐ Other _____

Check here if this claim

☐ amends ☐ replaces a previously filed claim dated: _____☐ Retiree benefits as defined in 11 U.S.C. § 1114 (a)☐ Wages, salaries, and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed
from _____ to _____

2. DATE DEBT WAS INCURRED

4/1/00 - 11/26/01

3. IF COURT JUDGMENT, DATE OBTAINED

4. Total Amount of Claim at Time Case Filed: \$ 85,795.13

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured claim.

☒ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate
☐ Motor Vehicle
☒ Other Patent Applications and Trademarks

Value of collateral: \$ 100,000+

Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ 80,752.49

6. Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____

Specify the priority of the claim:

- ☐ Claim arose on or after August 27, 2001 and before November 27, 2001 - 11 U.S.C. § 507(a)(2)
☐ Wages, salaries, or commissions (up to \$4650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
☐ Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
☐ Other—Specify applicable paragraph of 11 U.S.C. § 507(a) _____

*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. SUPPORTING DOCUMENTS: Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of the proof of claim.

Mail claim To:

U.S. Bankruptcy Court
1200 6th Ave. #315
Seattle, WA 98101

Date:

2/27/02

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Jeffrey T. Haley

This Space Is for Court Use Only

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 WAW-255.cs (4/1/01)

cc: Joel Green, Tax Attorneys, Inc. w/enclosures

2001-129-0170

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional) Jeffrey T. Haley	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address) Jeffrey T. Haley Graybeal Jackson Haley LLP 155 - 108th Ave NE Suite 350 Bellevue, WA 98004-5901 425-455-5575	
D. OPTIONAL DESIGNATION (if applicable): <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

DEPARTMENT OF REVENUE
WASHINGTON

01 MAY -9

FILED 3:00 AM

12.91 / + 8.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME UTM Systems Corp	FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 40 Lake Bellevue Drive #350	CITY Bellevue	STATE WA	COUNTRY US
1d. S.S. OR TAX I.D.#	1e. TYPE OF ENTITY Corporation	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION WA	1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS	CITY	STATE	COUNTRY
2d. S.S. OR TAX I.D.#	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

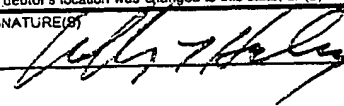
3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME Graybeal Jackson Haley LLP	FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME Haley	Jeffrey	T.	
3c. MAILING ADDRESS 155 - 108th Ave NE #350	CITY Bellevue	STATE WA	COUNTRY US
		POSTAL CODE 98004	

4. This FINANCING STATEMENT covers the following types or items of property:

All rights to inventions, patent applications and trademark applications described in Status Reports attached and all papers that are evidence thereof.

10 R

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) 	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Addendum if applicable)
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

Debtor: UTM systems corp

SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF PATENT AND TRADEMARK RIGHTS

This Agreement is entered into as of the 1st day of April, 2001 by UTM systems corp, a Washington Corporation ("Debtor") with its chief executive office located at Bellevue, Washington; and Graybeal Jackson Haley, a Limited Liability Partnership ("Secured Party"), with an office located at Bellevue, Washington.

Between January 1, 2000 and April 1, 2001 Secured Party created intellectual property for Debtor in the form of patent applications and trademark applications for which Secured Party is owed \$56,335.35. All such intellectual property is and has been in the care of Secured Party from the date of creation. To secure amounts owed by Debtor for the creation of said property and future amounts accrued up to December 31, 2001, Debtor agrees that Secured Party has a lien on the intellectual property created by Secured Party for Debtor from the date of creation. Terms of said lien are stated in writing as follows.

1. Definitions. As used in this Agreement:

"Collateral" means all rights to inventions, patent applications and trademark applications described in the Status Reports attached to this Agreement and all papers that are evidence thereof.

"Default" means any event referred to in section 5 of this Agreement.

"Obligations" means the obligation of Debtor to pay Secured Party for the creation of the Collateral including payment on a certain promissory note dated April 1, 2001.

2. Security Interest. As collateral security for the prompt and unconditional payment and performance of the Obligations, Debtor hereby grants, pledges and assigns to Secured party a security interest in all of Debtor's right, title and interest in and to the Collateral.

3. Representations and Warranties. Debtor represents and warrants to Secured Party and agrees with Secured Party as follows:

a. Authority. Debtor has the authority to enter into this Agreement.

b. No Violation. The execution, delivery and performance of this Agreement does not violate the terms of any other agreement, document or instrument to which Debtor is a party.

4. Debtor's Covenants. Debtor further covenants and agrees with Secured Party as follows:

a. Pending Applications. Debtor shall prosecute diligently the applications for patents and trademarks pending as of the date of this Agreement, and unless specifically advised by counsel that to do so is unnecessary or inadvisable, shall do any and all acts which are necessary or desirable to preserve, maintain and enforce all rights in the Collateral.

b. Limitations on Disposition. Debtor shall not sell, license, transfer or otherwise dispose of or grant any rights to any of the Collateral except in the ordinary course of business. or attempt or contract to do so, without the prior written consent of Secured Party.

Debtor: UTM systems corp

c. Limitation on Liens; Defense of Collateral. Debtor shall not create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any lien on the Collateral, except the liens granted to Secured Party under this Agreement. Debtor shall further defend the right, title and interest of the Secured Party in and to Debtor's rights to the Collateral against the claims and demands of all persons other than the Secured Party. In the event that any Collateral is infringed or misappropriated by a third party, Debtor shall notify Secured Party promptly after Debtor learns thereof and shall, unless such Collateral is not material to the conduct of Debtor's business, promptly sue for infringement or misappropriation and to recover any and all damages for such infringement or misappropriation and take such other actions as are appropriate under the circumstances to protect such Collateral.

d. Performance. Debtor shall pay and perform all the Obligations according to their terms.

e. Expenditures by Secured Party. Debtor will reimburse Secured Party upon demand for any expenditures by Secured Party for the maintenance, protection and preservation of the Collateral, and for the collection, repossession, holding, preparation and sale or other disposition of or realization upon the Collateral. In no event shall Secured Party have any obligation to make such expenditures nor any liability for failing to make them.

f. Governmental Charges. Debtor shall pay before delinquency all taxes, assessments and other governmental charges which are or may become a lien on any of the Collateral.

5. Defaults. Each of the following shall be a default ("Default") under this Agreement:

- a. Any default or event of default on any of the Obligations, whether or not the Obligations have been accelerated; or
- b. Breach of any representation or warranty contained in this Agreement; or
- c. Any failure fully and timely to comply with any provision of this Agreement or of any other document, instrument or agreement between Debtor and Secured Party; or
- d. Any levy, attachment or execution on, or seizure of, any of the Collateral;
- e. Dissolution, death, termination of existence, insolvency or bankruptcy of Debtor or appointment of a receiver to take possession of any of the Collateral.

6. Rights and Remedies of Secured Party.

a. General. In addition to the rights and remedies granted to Secured Party in this Agreement, Secured Party shall at all times have the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state of Washington and under all other applicable laws.

b. Remedies. After the occurrence, and during the continuance, of a Default, Secured party may take any one or more of the following actions in its sole discretion:

- (i) Declare all or any part of the Obligations due and payable, without presentment, demand, protest or other notice of any kind, all of which are expressly waived.

Debtor: UTM systems corp

(ii) Require the Debtor to assemble the Collateral, and make it available to Secured party at Debtor's premises or at any other location selected by Secured Party, where it will remain at Debtor's expense pending sale or other disposition. Debtor acknowledges and agrees that any failure by it to assemble the Collateral and make it available to Secured party will constitute a threat of imminent and irreparable harm to Secured party which will entitle Secured party to a court order or injunction: (A) appointing a receiver to take possession of the Collateral and sell or otherwise realize upon the Collateral and apply the proceeds to the Obligations; and/or (B) directing Debtor to assemble the Collateral and make it available to Secured party as required by this Security Agreement. Debtor expressly waives any right to require Secured Party to post a bond or other security or financial undertaking as a condition to obtaining any such order or injunction.

(iii) Sell, license, or otherwise dispose of the Collateral. If notice of sale or disposition of Collateral is required, ten (10) calendar days notice of any intended sale or other disposition of the Collateral shall be deemed to be reasonable. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Debtor, and Debtor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(iv) Indorse any assignment or other instrument or document with respect to the Collateral, as the attorney-in-fact for Debtor with full power of substitution.

(v) Accept and receive payment of, receipt for or defend, settle, compromise or adjust any claim, suit, action or proceeding with respect to the Collateral. In doing so, any determination made by Secured Party as to the risks of litigation and collectibility shall be deemed to be commercially reasonable unless made in bad faith.

c. Proceeds. The proceeds of sales, licenses, collections or other dispositions of the Collateral shall not be credited to the Obligations unless and until actually received in cash by Secured Party. Secured Party may credit such proceeds against the Obligations in such order as it elects in its sole discretion.

d. Deficiency. Debtor shall pay any deficiency remaining after application of the net proceeds of the Collateral to the Obligations.

e. Retention. Under no circumstances shall Secured Party be deemed to have elected to retain possession of all or any part of the Collateral in satisfaction of the Obligations unless Secured Party has given Debtor written notice of a proposal to do so pursuant to Revised Code of Washington 62A.9-505(2), regardless of the length of time the Collateral remains in Secured Party's possession after a Default. Under no circumstances shall Secured Party have any liability as a result of a decline in the market value of the Collateral while Secured Party holds it.

7. Power of Attorney. Debtor hereby appoints Secured Party, or any person or entity whom Secured Party may from time to time designate, as Debtor's attorney-in-fact with power, at any time after the occurrence of a Default: (a) to endorse Debtor's name on all applications,

Debtor: UTM systems corp

documents, papers and instruments necessary or appropriate for Secured Party to use, protect, register, patent, sell, license, assign, convey or otherwise transfer or dispose of any of the Collateral; (b) to notify the patent office authorities to change the address for delivery of Debtor's mail to an address designated by Secured Party; (c) to receive and to open and sort mail addressed to Debtor relating to the Collateral; (d) to do all other things which Secured party is permitted to do under this Agreement or which are necessary or appropriate to carry out this Agreement or other agreements between Debtor and Secured Party. Neither Secured Party nor any of its directors, officers, employees or agents will be liable for any acts of commission or omission or for any error in judgment or mistake of fact or law, unless the same shall have resulted from recklessness or willful misconduct. This power, being coupled with an interest, is irrevocable so long as this Agreement remains in effect. Debtor shall, from time to time, execute and deliver to Secured Party such additional documents as Secured Party may reasonably request to confirm the existence of the power of attorney granted herein and to provide additional originals thereof.

8. **Revival of Security Interest.** To the extent Debtor makes a payment to Secured Party or Secured Party receives any payment of proceeds of Collateral, which is later invalidated, declared to be a fraudulent transfer or preference, set aside or required to be repaid under any bankruptcy law, other law or equitable principle, Secured Party's interest in the Collateral shall be revived and continue as if the payment or proceeds had never been received by Secured Party .

9. **Miscellaneous.**

a. **Financing Statements, Etc.** Debtor will sign any financing statements, amendments, assignments, registrations or filings with governmental offices or agencies, and other documents necessary or appropriate to fully perfect Secured Party's security interests in the Collateral throughout the world. Debtor shall pay the cost of so perfecting such security interests. Secured Party is nevertheless authorized to file such documents without the Debtor's signature and Debtor hereby grants to Secured Party a power of attorney to execute any such documents as Debtor's attorney-in-fact. Such power of attorney is coupled with an interest and shall be irrevocable so long as this Agreement remains in effect.

b. **Amendment.** This Agreement and the other written documents, instruments and agreements entered into in connection with the loan and the Obligations contain the complete and final expression of the entire agreement of the parties. No provision of this Agreement may be amended, modified, waived or supplemented, except by a writing signed by the party sought to be charged with the amendment, modification, waiver or supplementation. No waiver by Secured party of any Default shall be a waiver of any other Default.

c. **Remedies Cumulative.** All rights and remedies of Secured Party shall be cumulative and may be exercised at such times and in such order as Secured Party determines, and no delay or omission in exercising any right or remedy shall be a waiver of it.

d. **Effectiveness.** This Agreement shall remain in full force and effect until (i) all of the Obligations shall have been indefeasibly paid in full in cash, and (ii) this Agreement shall have been terminated in writing by Secured Party .

e. **Limitation of Consequential Damages.** Secured party shall not be responsible for any lost profits of Debtor arising from any breach of contract, tort (excluding the Secured Party's recklessness or willful misconduct), or any other wrong arising from the establishment, administration or collection of the Obligations or the security interests granted in this Agreement.

Debtor: UTM systems corp

f. Legal Expenses. Debtor shall pay any and all fees, costs and expenses (including but not limited to fees of attorneys, accountants, experts, court reporters and others) incurred by Secured Party in the collection or enforcement of any of the Obligations (whether from or against the Debtor or any other person or entity liable therefor) and the perfection, preservation, protection and enforcement of its rights and remedies under this Agreement and its security interest in the Collateral, whether incurred before or after judgment, with or without suit, on appeal, in bankruptcy or other insolvency proceedings, or otherwise. Debtor shall pay all such fees, costs and expenses incurred by Secured Party in any bankruptcy case regardless of whether they are incurred in connection with issues of state law, bankruptcy law or otherwise. All amounts payable to Secured Party under this paragraph shall be payable upon demand and shall bear interest at 12% per annum.

g. Notices. Any notice under this Agreement shall be in writing.

h. Governing Law. This Security Agreement shall be governed by, and construed in accordance with the laws of the state of Washington without giving effect to their principles or provisions regarding conflicts of laws or choice of law.

i. No Obligation. This Security Agreement does not create a binding obligation by Secured Party to extend credit to Debtor at any time.


j. Counterparts. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

h. Advice of Counsel. Debtor has sought and received advice of independent counsel before entering this Agreement.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement as of the date first written above.

DEBTOR: UTM systems corp


By


Robert Lee President

SECURED PARTY:

Graybeal Jackson Haley LLP

By:


Jeffrey Haley

Witnessed by:



STEPHEN H. OLSON

Status of UTM Systems Corporation Patent Applications
April 1, 2001

1624-1-2	U.S. APPL. NO.: 09/322,670	DATE FILED: May 28, 1999
1624-2	U. S. APPL. NO.: 09/322,669	DATE FILED: May 28, 1999
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1624-3-5	Taiwan Appl. No. 89110220	DATE FILED: June 14, 2000.
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UTM Systems Corporation
(Client No. 1624)

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European Union (CTM)	UTM SYSTEMS	1367226				2000/12/05	Check status	1624-8-6	PENDING 6/5/00: published
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United States	UTM ^{viii}	75/646,241	1999/02/19			2001/07/24	Check status	1624-7-1	PENDING SOU Filed 4/24/01
United States	UTM SYSTEMS	75/646,236				2001/09/26	Check status	1624-8-1	ABANDONED 7/4/00: published Check to see if they want to revive in 6 months

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viii Security and authentication devices, namely integrated circuit chips featuring embedded authentication and encryption logic for incorporation in computers, telephones and other communication devices

10/568095

Hon. Karen A. Overstreet
Chapter 7
Hearing: April 22, 2005
9:30 a.m.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re

No. 01-19563

UTM SYSTEMS CORPORATION,
Debtor.

**ORDER GRANTING GRAYBEAL
JACKSON & HALEY LLP RELIEF
FROM STAY
(PROPOSED)**

THIS MATTER having come before the Court on the motion of Graybeal Jackson & Haley LLP and the Court finding that notice and opportunity for a hearing were adequate under the circumstance, that no objection to the relief requested was filed by the response date, and good cause otherwise being shown, now, therefore, it is hereby

ORDERED as follows:

1. That the motion of Graybeal Jackson & Haley LLP for relief from stay be, and the same is hereby, granted.

2. That the automatic stay of 11 U.S.C. § 362(a) be, and the same is hereby, lifted to permit Graybeal Jackson & Haley LLP to pursue available remedies under nonbankruptcy law to realize upon the intellectual property listed on Exhibit A attached hereto.

3. That Graybeal Jackson & Haley LLP be, and the same is hereby, authorized to take any other action permitted under its security agreement which is not prohibited under nonbankruptcy law.

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4. That the relief from stay granted herein be, and it is hereby, effective immediately upon the entry of this order, notwithstanding the provisions of Fed. R. Bankr. P. 4001(a)(3).

DATED the _____ day of April, 2005.

KAREN A. OVERSTREET
United States Bankruptcy Judge

Presented by:

John J. Mitchell
WSBA No. 12757
Attorney for Graybeal Jackson Haley LLP

Status of UTM Systems Corporation Patent Applications
April 1, 2001

1624-1-2	U.S. APPL. NO.: 09/322,670	DATE FILED: May 28, 1999
1624-2	U. S. APPL. NO.: 09/322,669	DATE FILED: May 28, 1999
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1624-3-5	Taiwan Appl. No. 89110220	DATE FILED: June 14, 2000.
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China	UTM SYSTEMS ¹	9900145055	1999/12/02				Check status	1624-8-4	PENDING 7/5/00: response filed
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10/568095

1AP5 Rec'd PCT/PTO 10 FEB 2006

Hon. Karen A. Overstreet
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Hearing: April 22, 2005
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In re

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Debtor.

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JACKSON & HALEY LLP RELIEF
FROM STAY

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3. That Graybeal Jackson & Haley LLP be, and the same is hereby, authorized to take any other action permitted under its security agreement which is not prohibited under nonbankruptcy law.

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ORDER GRANTING GRAYBEAL JACKSON &
HALEY LLP RELIEF FROM STAY - 1

LAW OFFICE OF JOHN J. MITCHELL
811 First Ave., Suite 620
Seattle, WA 98104
(206) 903-8555

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April 1, 2001

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1624-3-5	Taiwan Appl. No.	89110220	DATE FILED: June 14, 2000.
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